

Tourist Auto Insurance Policy General Conditions



YOUR FRIENDLY MEXICAN INSURANCE COMPANY

We are pleased to protect you within the limits of the Mexican Republic.

**ALL CLAIMS MUST BE REPORTED TO ANY OF THE INSURED
PARTY'S REPRESENTATIVES IN MEXICO BEFORE
RE-CROSSING THE BORDER TO THE USA.**

CALL TOLL FREE IN CASE OF A CLAIM IN MEXICO:

01-800-02-663-5800

OR

01-800-02-665-5100

No Drivers under the age of 21 years old or over the age of 65 years old are allowed.

No Vehicles older than 12 years old are allowed for
Full Coverage and/or Liability Only Coverage.

GENERAL CONDITIONS

NOTICE: IN CASE OF CANCELLATION, THE MINIMUM PREMIUM DUE TO THE INSURANCE COMPANY WILL BE \$7.50 USD.

NOTICE: PARTIAL THEFT & VANDALISM ARE EXCLUDED. ONLY TOTAL THEFT OF VEHICLE IS COVERED.

Mapfre Tepeyac, S.A., (hereinafter the Company), insured within the limits of the Mexican Republic, in favor of the person (hereinafter referred to as the Insured Party) whose name and address are herein indicated, under the terms and conditions of the policy, against such risks which may be suffered or caused by the vehicle(s) in question. The maximum sum, to which the coverage afforded by this policy amounts, is established in the specification of the risks hereof, so that no payment to be made by the Company, on account of one or more losses due to the realization of any of the distinct risks covered by this insurance policy, as listed herein, shall ever exceed the sum stipulated in each section of the aforementioned specification of the risks.

The maximum amount within the reaches of this policy, divided among each of the distinct risks covered, is stated in the table below under the heading "the insured amount". The company agrees that within the terms, exceptions and general conditions of this policy, the payment of such indemnities, which may become payable to the Insured Party, shall be made once the damage suffered or caused by the vehicle in question has been proven and adjusted. In witness whereof, Mapfre Tepeyac, S.A. signs this document in the City of Mexico, Federal District.

NOTICE: The Insured Party, the purchaser, or any other person involved in the compliance of this policy or the terms hereof, are not legally protected within any jurisdiction outside of Mexico, nor shall any laws or procedures apply, other than the laws or procedures of Mexico, concerning any claims covered in the policy herein. Furthermore, the Insured Party, the purchaser, or any other person are not legally protected against any legal action, including, detention or incarceration, by any of the corresponding Mexican legal authorities.

ALL CLAIMS MUST BE REPORTED TO ANY OF THE INSURED PARTY'S REPRESENTATIVES IN MEXICO BEFORE RE-CROSSING THE BORDER.

CALL TOLL FREE IN CASE OF A CLAIM IN MEXICO:
01-800-02-663-5800 OR 01-800-02-665-5100

Sales Support Toll-Free numbers:

Tijuana, Baja California, México: 1-877-319-8984 (available 8:30 AM to 5:30 PM PST)
Mexico City, Mexico: 1-866-344-4911 (available 7:30 AM to 3:30 PM Central Time)

DEFINITIONS

Please consider the following observations carefully:

- 1.- As used in policy herein, Insured Party means any person driving the insured vehicle with the consent of the owner.
- 2.- **Term of insurance**.- The term of insurance shall commence as from the hour marked on the front cover of the policy and following the time schedule of 24 hours. Example: 10:00 = 10 a.m., 12:00 = 12 noon, 14:00 = 2 p.m., 19:00 = 7 p.m., 00:00= 12 midnight.

- 3.- **Insured vehicle.**- The vehicle mentioned on the front cover of the policy which is specified by its vehicle license plate number.
- 4.- **Driver.**- Means any person driving the insured vehicle with the owner's consent.
- 5.- **Occupant.**- The person or persons riding in the insured vehicle in the place designed for passengers.
- 6.- **Insured amount.**- Is the maximum liability of the company for each insurance coverage specified on the front cover of the policy, however, the companies liability shall not exceed the real value of the damages caused, or the commercial value of the insured vehicle.
- 7.- **Deductible.**- Is the amount that the Insured Party must pay for each accident for which damages are payable by the risks covered in the policy.
- 8.- **Collision.**- Means the impact between two or more objects.
- 9.- **Trailer.**- Means a vehicle designed to be pulled by a:
- I. Private passenger vehicle.
 - II. Pick up or Van.
 - III. Motor home.
 - IV. Tractor.
- 10.- **Accident.**- Means an unintentional and unexpected violent event.
11. In order to constitute a loss which the company is obligated to indemnify under the policy, the loss must occur within the Mexican Republic during the validity of the policy.
- 12.- This policy only covers civil liability and provides no coverage with respect to criminal liabilities.
- 13.- This policy does not cover civil liability for personal injury to third parties while occupying the insured vehicle at the time of the accident.
- 14.- Medical expenses covered under section 5 of the risks conditions, apply only to the occupants of the insured vehicle.
- 15.- In order to present a claim under the present policy, the loss must be reported to a company's adjuster or representative, before leaving the Mexican Republic.
- 16.- Under the terms of this policy, the Company does not cover the legal defense of the policy holder in case of legal action filed against it.
- 17.- Claims for damages to the insured vehicle, covered under section 1 and section 2, are subject to the deductible indicated on the front cover of the policy.
- 18.- In case of total loss due to collision or overturning of the vehicle, Mapfre Tepeyac, S.A. (the Mexican Insurance Company) will require the following documents in order to settle a claim:
- a) Duly endorsed original documentation of proof of ownership of the vehicle.
 - b) Temporary Import Permit.
 - c) If the vehicle is financed or leased, a copy of the contract and a letter from the financial or leasing company, addressed to the Mexican Insurance Co. containing the balance and stating that upon receiving the corresponding payment from the Company, they shall send the original documentation of proof of ownership of the duly released vehicle, to Mapfre Tepeyac, S.A.

d) The Company shall accept or deny liability within 30 days following the reception of all the corresponding documentation.

19.- In the case of Total Theft of the insured vehicle, Mapfre Tepeyac, will require the following documents in order to settle a claim.

a) A stolen vehicle report from the Ministerio Público (local D.A. office) stamped by the local Police Dept.

b) A stolen vehicle report from the Policía Federal de Caminos (Mexican Federal Highway Police).

c) A “COMPLEMENTARY” report of the stolen vehicle undertaken before the local Highway Patrol or Police Dept. (where the vehicle is registered).

d) Duly endorsed original documentation of proof of ownership of the vehicle.

e) If the vehicle is financed or leased, a copy of the contract and a letter from the financial or leasing company to the Mexican Insurance Company containing the balance and stating that, upon the reception the corresponding payment from the Company, they shall send the original documentation of proof of ownership of the duly released vehicle, to Mapfre Tepeyac, S.A.

f) Temporary Import Permit.

g) The Company shall accept or refuse liability within 30 days following the reception of all the corresponding documentation

20.- These notes form an integral part of the conditions of this policy.

GENERAL CONDITIONS

SPECIFICATION OF RISKS

SECTION 1

a) COLLISION, OVERTURNING AND GLASS BREAKAGE (WITH DEDUCTIBLE).- The material loss or damages suffered by the vehicle in question, as a consequence of collision, overturning or the breakage of glass forming part of said vehicle and covered under this item a). The Company shall only pay for such damages in excess of the deductible stated on the front cover hereof, which amount shall always be borne by the Insured Party. Such deductible shall be applicable to every accident deserving of indemnity, as provided for in this Section. The cost of repairs, both for labor and replacement parts, shall be settled in accordance with the current costs within the Mexican Republic.

b) TRANSPORTATION.- The material damages to the vehicle in question, caused by stranding, sinking, fire, explosion, collision, overturning or derailment of the carrying vehicle; whether by land, air or water; fall of the vehicle during loading, transshipment or unloading, as well as the contribution by the Insured Party to the general average and the salvage charges for which it would be liable.

c) TOWING CHARGES.- In the event of any accident which merits indemnity under the terms of this policy, the Company agrees to pay the towing expenses of the insured vehicle, within the Mexican Republic, to the place designated by the Company for the repairs, as well as any necessary expenses incurred by the “maneuvers” and operations to place the vehicle in a condition to be towed. The deductible for this section is 2% of the insured amount with a minimum of \$500.00 USD for cars and \$1,000.00 USD for other vehicles (pickups, vans, recreational vehicles, etc.).

SECTION 2

a) FIRE, LIGHTNING AND EXPLOSION. - Damages suffered by the vehicle in question caused by fire, lightning and explosion; with deductible.

b) THEFT OF VEHICLE. - The theft of the entire vehicle in question; with deductible.

c) STRIKES AND RIOTS. - Material damages caused to the vehicle by strikers or participants in labor protests, disturbances or riots; or by persons with bad intentions during said acts, or, caused by the repression of such acts, undertaken by the authorities; with deductible.

d) METEOROLOGICAL AND OTHER PHENOMENA. - Damages caused to the vehicle by tornado, hurricane, hail, earthquake, volcanic eruption, floods (overflowing of rivers, lakes or inlets), landslides, fall or collapse of constructions, buildings, structures or similar objects, fallen trees or branches; with deductible. Under Sections 1 and 2, special equipment installed in or upon the vehicle is also covered. For the purposes hereof, special equipment shall be construed to include lettering, advertisements, radio, clock, fog and spotlights, outer mirrors, visors and other accessories.

The deductible for this section is 2% of the insured amount with a minimum of \$500.00 USD for cars and \$1,000.00 USD for other vehicles (pickup, vans, recreational vehicles, etc.).

SECTION 3

LIABILITY FOR THE DAMAGE OF PROPERTY OF THIRD PARTIES. - Property damage liability of the Insured Party, or of the person driving the insured vehicle with the Insured Party's consent, which, due to accident, causes material damage to any property not owned by the Insured Party, the driver or members of their family, or damage to property not in the possession of the Insured Party or found within the insured vehicle, is specifically excluded from liability.

SECTION 4

CIVIL LIABILITY FOR PERSONAL INJURY TO THIRD PARTIES. - Civil liability of the Insured Party or the person driving the insured vehicle with consent, arising out of death or injuries caused by accident due to the use of said vehicle, is as follows:

a) The payable legal indemnity due to death or total or partial permanent disability or temporary disability in accordance with the Mexican Law.

b) Medical and burial expenses, as the case may be, of persons injured by the vehicle in question, as well as the expenses incurred for first aid.

c) Expenses and costs in case the Insured Party or the driver is convicted due to a lawsuit filed against it concerning its civil liability in accordance with the Mexican law. This section does not cover the risks of liability for personal injury suffered by third parties occupying the vehicle in question.

SECTION 5

MEDICAL EXPENSES. - Expenses incurred by the Insured Party or an occupant on the insured vehicle by reason of personal injuries sustained while riding in the cab designed for passengers, caused by fire, collision or overturning of the vehicle described herein. The Company shall pay for the actual costs of services specified herein under, up to the maximum sum insured for each occupant, stipulating, however, that the Company's liability shall automatically cease upon the disappearance of the effects of the injury, either through recovery of the injured person or upon his or her death or otherwise, after a maximum period of one year has elapsed, counted as from the date of the accident.

In the event that the number of occupants at the time of the accident is more than the maximum capacity of the insured vehicle, the liability of the Company will be proportional to the agreed insured amount.

a) HOSPITALIZATION.- Room and board at the hospital as well as miscellaneous supplies, including drugs, medicines and physiotherapy and other expenses inherent to hospitalization.

b) MEDICAL CARE.- The services of legally authorized physicians, surgeons, osteopaths and physiotherapists, excluding specifically chiropractic treatments.

c) NURSES.- The services of legally authorized or qualified nurses.

d) AMBULANCE SERVICE.- The expenses incurred by the use of an ambulance, when indispensable.

e) BURIAL EXPENSES.- Burial expenses up to 25% of the insured amount per person.

1.- EXCLUSIONS

This insurance policy shall not cover:

I.- Damages suffered or caused by the vehicle when used for operational or driving instruction.

II.- Damages suffered or caused by the vehicle while being driven by any person without a driver's license issued by the legally corresponding authorities or whenever being driven by a person under the influence of alcohol or drugs.

III.- Legal costs for the defense of the driver of the insured vehicle in any legal actions arising from any accident or the cost of bonds of any kind, as well as fines or any other obligations other than the repairs of the damage.

IV.- Theft of parts, components or accessories, unless as a direct result of the total theft of the insured vehicle.

V.- Loss or damage to the vehicle in question as a consequence of war-like operations, whether arising from foreign or civil war, insurrection, rebellion, expropriation, confiscation, seizure or detention by the Authorities or any other similar cause. Likewise, the insurance does not cover loss or damage caused to the vehicle in question when being used for any military service, with or without the consent of the Insured Party.

VI.- Civil liability for injuries to any civil dependants of the Insured Party or persons employed by him/her.

VII.- Civil liability for death or personal injuries to the driver or any occupant of the vehicle in question, except for medical expenses, whenever covered under Section 5 of the Specification of Risks; likewise, the insurance does not cover liability arising from the intentional misconduct by the owner or the driver of the vehicle in question.

VIII.- Any indirect loss suffered by the Insured Party, including the loss of use of the vehicle in question.

IX.- Breakage, mechanical breakdown or lack of resistance of any part of the vehicle in question, unless directly caused by any of the risks covered herein.

X.- Loss or damage due to the natural wear and tear of the insured vehicle or of components thereof, as well as depreciation of its value.

XI.- Losses or damages caused to the insured vehicle while driving on roads in poor condition or through trails, forests, beaches, or any other unauthorized off-road places, as well as the effects of the tide, unless such damages are caused by any of the risks covered herein.

XII.- Loss or damages suffered or caused by the insured vehicle or liability towards third parties for damages or bodily injuries, while taking part, either directly or indirectly, in safety, endurance or speed trials or races.

XIII.- Damages suffered or caused by the insured vehicle due to overloading or by operating in conditions exceeding the vehicle's specified capacity. In such cases, the Company shall not be held liable for any damages to causeways, bridges, scales or to any roadway or underground installations or objects, whether due to vibrations or to the weight of the vehicle or its load.

XIV.- Damages suffered or caused by the vehicle when used for purposes other than its intended use and specified herein, such as towing trailers or boats, unless such trailer or boat is specifically covered herein, by express agreement.

XV.- Damages suffered or caused by the insured vehicle due to vandalism when the vehicle is driven without the consent of the owner or of the Insured Party.

XVI.- Damages caused to the vehicle by vandalism or breach of trust.

2.- TRAILERS AND BOATS.- For the purposes hereof, "trailer" shall be construed to mean a trailer home, including its standard equipment, but, excluding household goods and personal belongings. "Boat" shall be construed to mean the vessel specified on the front cover hereof and the platform or trailer it may be mounted on, as a single unit. Trailers and boats are covered under sections 1, 2, 3 and 4 of the Specification of Risks, subject to the General Conditions hereof, only while coupled to the insured vehicle. Trailers and boats are subject to the deductible applicable to Section 1 and 2 of the specification of risks. The boat shall be covered only while ashore; the liability of the Company ceases at the moment it is uncoupled from the vehicle. Damages suffered or caused by the boat while being loaded or unloaded from its trailer or platform are hereby excluded. Regarding civil liability (Section 3 and 4), it shall not be construed to imply an increase in the insured amount; rather only an extension of the coverage of the policy.

3.- PRIOR TERMINATION OF THE CONTRACT.- The term of this insurance, notwithstanding, the parties agree that, either may terminate the contract before the expiration date, in which case the Company is bound to refund the corresponding premium within 15 days from the effective date of such termination.

4.- PRECAUTIONS IN CASE OF ACCIDENT/LOSS.- Upon the occurrence of an accident or loss the Insured Party shall take all adequate precautions, under the given circumstances, in order to prevent further damages; therefore, the Insured Party shall not abandon the vehicle unless in cases of force majeure. If the Insured Party fails to comply with the obligations imposed by the foregoing paragraph, the rights of the Company shall therefore be limited to the reduction of the indemnity, to the sum to which the original damage would have amounted, if the Insured Party had complied with such obligations.

5.- ACCIDENTS/LOSSES. In case of accident or loss, covered herein, the Insured Party is bound to immediately notify the Company as soon as it becomes aware of such event, except in cases of force majeure. Failure by the Insured Party to comply with foregoing provision shall result in the possible reduction of the indemnity of the sum to which the original damage would have amounted if the Company had received earlier notice of same.

Once the Insured Party has notified the Company of the accident or loss, it shall make the appraisal and adjustment of damages within 72 hours as from the moment the Insured Party has placed the vehicle at the disposal of the Company. Once the adjustment is completed and liability is accepted, the Company shall either pay the Insured Party the appraised amount of indemnity or it shall repair the damages. Should the Company decide to repair the damages, such repairs shall be carried out to the satisfaction of the Insured Party. If the repairs are not carried out to the satisfaction of the Insured Party, the decision of an arbitrator shall therefore be requested, as provided for in Clause Seven. In case the vehicle suffers

damages which require the replacement of parts not available on the market, the liability of the Company shall be limited to pay the Insured Party the current list price of such parts as published by authorized automobile dealerships within the Mexico Republic, as well as the labor for the installation of such parts mutually agreed upon by the Company and the Insured Party, or failing such agreement, such costs should be determined by a certified claims adjuster. In case the Company fails to begin the adjustment of damages within the aforementioned 72-hour period, the Insured Party shall proceed with the repairs to the vehicle and shall demand payment from the Company, as herein provided.

If, upon completion of the adjustment, the Company fails to commence the repairs to the vehicle in question, the Insured Party shall be within its rights to demand cash payment under the terms of the Law of Insurance Contracts. Exception is made, in case the Company fails to commence the adjustment within the aforementioned 72-hour period. The Company shall not accept the damage suffered or caused by the vehicle in question if its repairs have commenced without the Company's prior written consent, considering that this would impede the Company's awareness of the existence or magnitude of the accident or events which took place or led to such accident.

In case of total loss or theft of the vehicle in question, the Company shall have the option of replacing it to the satisfaction of the Insured Party or to make a cash payment for the current value of the vehicle at the time of such theft, not exceeding the insured amount in force. Upon payment of the indemnity as provided, the Company shall have no other obligation, the insurance shall be automatically terminated, and the Insured Party shall surrender the policy to the Company. The Insured Party is bound to attend all administrative or judicial proceedings, to which it may be summoned by the competent Authorities, due to the event which caused the presentation of a claim to the Company. Failure to comply with such obligation, by the Insured Party shall release the Company from its liability to covering the indemnity corresponding to the civil liability of the Insured Party, provided that it was the reason for which it declared liability to the Insured Party who would otherwise not have been liable.

Concerning the Insured Party's civil liability, it shall immediately remit, to the Company, all correspondence it receives, together with any claims, court orders, summonses, or requirements related to any claim covered by the policy herein. The Company is not bound concerning the recognition of outstanding debts, transactions, or any other legal actions of a similar nature which have been conceived or agreed upon without prior knowledge. The drawing up of the details of an event may not be construed as acceptance of liability. In the event of theft or any other criminal act constituting a claim of the policy herein, the Insured Party shall immediately notify competent authorities and shall cooperate with the Company for the recovery of the vehicle or in the collection of the amount of damages suffered.

When so requested, and at the earliest possible opportunity, the Insured Party shall issue a Power of Attorney in favor of the Company or its appointee, who will act on behalf of the Insured Party, conducting all the proceedings for the defense and settlement of any claim or to act on its own or the Insured Party's behalf, concerning any actions for the recovery of indemnity, damages or losses against third parties. The Company shall be at full liberty to conduct the proceedings or to settle any claims; and the Insured Party shall provide all the necessary information or assistance. Any assistance rendered by the Company to the Insured Party or to third parties, shall not be construed as the acceptance of liability.

6.- ADJUSTMENT AND ACCEPTANCE OF LIABILITY.- For the purpose of adjusting the damages suffered by the Insured vehicle, the Company shall invite the Insured Party in order that they assess such damages together. If the Insured Party fails to attend such assessment, it shall therefore forfeit its right to intervene, without losing the right to appoint an arbitrator in the event of a disagreement. The intervention of the Company in the adjustment shall not be construed to mean acceptance of any liability whatsoever, regarding such loss. In any event, the Company shall accept or refuse liability within 30 days from receiving all corresponding documents and information.

7.- ADJUSTMENT.- In the event of disagreement between the Insured Party and the Company regarding the amount of any damage or loss, the matter shall be submitted to arbitration by a certified claims adjuster appointed in writing by both parties. If the parties fail to agree on the appointment of a claims adjuster, each party shall therefore appoint its own, within one month as from the date on which one of the parties fails to request the other to do so in writing. Both such claims adjusters, before commencing

their work, shall appoint an arbitrator in case of disagreement. If one of the parties refuses to appoint a claims adjuster or has not done so within the aforementioned term or, if the claims adjusters fail to agree as to the appointment of the arbitrator, the courts shall, at the request of either party, appoint the claims adjusters, the arbitrator, or, if necessary, all. However, the “Comisión Nacional de Seguros y Fianzas” (National Commission of Insurance and Bonds) may appoint the claims adjusters and the arbitrator, if so requested by mutual agreement of both parties.

The death of one of the parties or the dissolution of a company, while the adjustment is being undertaken, shall not annul or affect the appointment of claims adjusters or their actions. If any of the claims adjusters should die before a report has been completed, a substitute shall therefore be appointed by who it may correspond, (by either the parties, the claims adjusters, the courts, or by the “Comisión Nacional de Seguros y Fianzas” (National Commission of Insurance and Bonds)). Each party shall bear the expenses of its own certified claims adjuster. The fees and expenses of the arbitrator shall be met jointly. The adjustment referred to in this Clause does not imply acceptance of liability by the Company; the claims adjustment shall only determine the eventual amounts of loss to be paid. Parties hereto are free to exercise all pertinent legal actions.

8.- SALVAGE.- It is expressly agreed that if the Company does pay the insured amount in force or in lieu; or if it replaces the vehicle, any salvage or recovery shall therefore become the Company's property in the corresponding proportion.

9.- LOSS OF RIGHT TO INDEMNITY.- If the claim for damages, by the Insured Party, should be by any means fraudulent, the Insured Party shall therefore forfeit all indemnity rights of the policy herein.

10.- LIABILITY LIMIT.- Liability of the Company shall not exceed the actual value of the damages caused, on the date of the accident, to the components of the insured vehicle, plus the reasonable cost of their installation and under no circumstances shall it exceed the insured amount of said vehicle, as provided for in Clause 11.

11.- REDUCTION AND REINSTATEMENT OF INSURED AMOUNT. All indemnities paid by the Company shall reduce the insured amount by the same sum, but it may be reinstated at the request of the Insured Party who shall also pay of the corresponding premium. If the Policy contains several sections, the reduction or reinstatement shall be applicable to each.

12.- SUBROGATION.- The Company shall subrogate up to the amount paid within the rights of the Insured Party, as well as any corresponding lawsuits filed against the authors of the accident. If the Company so requests, the Insured Party shall confirm the subrogation by means of a public document. If, due to acts or omissions by the Insured party, the subrogation is impeded, the Company shall therefore remain free from liability.

13.- OTHER INSURANCE POLICIES .- The Insured Party shall immediately notify the Company in writing of any other insurance policies in force with other Companies covering the same property, stating the name of the underwriter and the insured amount. If another policy does exist, covering the same insurance interest, each company shall therefore proportionally pay, within its liability limits, for the corresponding indemnity.

14.- COMPETENCE.- In case of legal disputes, the plaintiff should call on the “Comisión Nacional de Seguros y Fianzas” (National Commission of Insurance and Bonds), under the terms of article 135 of the General Law of Insurance Institutes; and if said body is not designated as arbitrator, the plaintiff may call upon the competent courts of the domicile of the Company.

15.- PRESCRIPTION.- The actions derived from this contract, prescribe within two years as from the date on which the liability is claimable. In case of misinterpretation as to the loss, the aforementioned term shall commence as from the date on which the Company becomes aware of said misinterpretation; and in the event of loss, as from the date on which such loss is brought to the attention of the interested parties, who should prove that, up to that moment, they had no knowledge of said occurrence. Prescription shall be interrupted not only by ordinary causes, but also by the appointment of claims adjusters or by the

commencement of the proceedings provided for in Article 135 of the General Law of Insurance Institutions.

16.- LANGUAGE.- This translation into English was prepared only for the Insured Parties convenience, therefore it must be noted that only the Spanish version is binding.

17.- PREMIUM.- Premium is due and payable upon the entering into of the insurance contract and shall be paid against an authentic receipt issued by the Company.

INSURANCE CONTRACT LAW

Article 25.- If the contents of the policy or its modifications do not coincide with the offer, the Insured Party may request the necessary amendments within 30 days as from the reception of the policy. After which time, the contents of the policy and its modifications, shall be construed as having been fully accepted by the Insured Party.

Article 91.- In order to establish the indemnity of the policy; the value of the insured property, at the time of the accident, shall be taken into account.

Article 92.- Unless otherwise agreed, if the insured amount is less than the value of the insured property, the company shall therefore act in accordance to the extent of the damage caused.

Article 93.- The Parties hereto may determine, in the policy, the estimated value of the insured property for the purposes of indemnity.

Article 100.- If other insurance policies exist, undertaken by the Insured Party, against the same risks and covering the same property, the Insured Party shall therefore provide written notice, to the other Companies, of the existence of such policies. Said notice must be provided in writing and shall state the names of the other Companies as well as the insured amounts.

Article 101.- If the Insured Party intentionally fails to provide the notice required by article 100 or if the other insurance policies are undertaken with the purpose of obtaining an illicit profit, the Insurance Companies shall therefore be released from their liabilities.

Article 102.- Insurance contracts referred to in Article 100, entered into in "bona fide", on the same or different dates, for an insured amount higher than the actual value of the insured property, said contract shall be valid and shall be enforceable with each of the insuring companies for an amount equal to the value of losses suffered, within the limits of the insured amount.

LEGAL DEFENSE COVERAGE

CLAUSE 1.- Notwithstanding the provisions of Clause One, Paragraph III under the General Conditions, this Policy is extended to cover the legal defense of the Insured Party or the driver authorized by the Insured Party to drive the vehicle insured by the policy herein, if the insured vehicle is involved in a traffic accident leading to criminal and/or administrative action. Criminal legal defense covered by Company shall include:

1.1. Legal defense of the Insured Party, or of the driver, up to the conclusion of any legal action, including the petition for bail or guaranty, before the District Attorney or the corresponding legal authority, in order to secure temporary release or conditional sentence, if applicable.

1.2. Advice to the Insured Party or the Insured Party's agent or driver, for the purpose of filing a report of total theft of the vehicle.

1.3. Advice and actions for the release of the vehicle if retained by the authorities on account of a traffic accident or total theft.

CLAUSE 2.- In the event that the Insured Party hires an attorney to provide the aforementioned service, the Company shall therefore reimburse the Insured Party for reasonable legal fees and, if any, bail bonds, guaranties, and evidenced legal expenses up to the following limits:

LIMITS OF COVERAGE:

- 2.1. Attorney's fees: up to \$1,000 USD.
- 2.2. Legal expenses inherent to actions resulting from a single traffic accident: up to \$500 USD, attorney's expenses, expert fees, notary expenses, etc., according to the receipts and invoices.
- 2.3. The total premium for any bail filed to secure temporary release or conditional sentence of Driver.
- 2.4. The premium for any bail filed to secure repair of direct damages caused by the accident up to the insurance's civil liability limit, covering persons and property specified on the front cover of the policy. This benefit shall be applicable while the court determines the driver's liability or bail, in order to secure the release of driver or of the insured vehicle.
- 2.5. Bail to secure the temporary release or conditional sentence of the driver up to \$6,000 USD.

CLAUSE 3.- The limits under Clause 2 shall be extended as a whole up to \$30,000 USD, provided, however, that the attorneys, who defend or counsel the driver, are designated and hired by Company.

CLAUSE 4.- The Company's obligations relative to providing the service covered herein or to the reimbursement of legal fees, expenses, bails and guaranties shall be reinstated automatically at no further expense.

CLAUSE 5.- The Insured party shall comply with the following requirements:

- 5.1. Unless due to force majeure, it should immediately report the occurrence of any traffic accident to the Company, or at the latest, within 24 hours, to Company's headquarters or to any of its branch offices.
- 5.2. It should Insure the driver's presence at every penal or administrative action at which its presence is required.
- 5.3. It should Provide the Company or the attorney designated thereby, with any original or notarized copies of power-of-attorney and original documents that shall serve as evidence, before the courts, as to the legal capacity of the Company and the legality of the property, as well as the legal status of the driver within Mexican territory, if applicable. Failure to comply with the above requirements shall result in the Company's refusal to provide the above service or reimburse the Insured Party.

CLAUSE 6.- Upon the filing of bail or a guaranty, the Insured Party or the driver, shall be bound to comply with each and every provision of the Mexican penal legislation in order to prevent the refusal of release. If either bail or guaranty is granted, due to causes imputable to the Insured Party or the driver, the Insured Party shall therefore become bound to reimburse the Company for any bail or guaranty it pays for such purpose.

CLAUSE 7.- In case two or more vehicles, involved in the traffic accident, are covered by the Company, and there is conflict of interests, the Company shall therefore advise the respective Insured Parties and take the necessary urgent action. The Insured Parties shall therefore hire their own attorneys, and the Company shall be bound to pay the legal fees, expenses, bails, and guaranties up to the insurance limit stated under Clause 2.

CLAUSE 8.- The Company shall not be bound to provide the services or make the reimbursements listed hereunder:

- 8.1. Civil liability payable for the repairs for damages, loss, traffic fines or towing and storage of the vehicle.
- 8.2. The cost of bail or any other form of guaranty fixed by the authorities to secure losses.
- 8.3. Bail premiums, guaranties, attorney's fees, and expenses incurred as a result of offenses other than those normally related to vehicle transit.
- 8.4. Bail premiums, guaranties, attorney's fees and expenses payable under Clause 2 above, if the Insured Party or driver:
 - 8.4.1. Causes the accident in an obviously intentional manner, in the opinion of the judicial or administrative authorities, as applicable.
 - 8.4.2. If drunk (DWI) or under the influence of drugs at the time of the accident, unless the drugs are prescribed by a licensed physician.
 - 8.4.3. If the Insured Party fails to disclose any written or oral information related to the accident.
 - 8.4.4. If the Insured Party fails to respond to a summons or citation issued or ordered by the authorities with jurisdiction, unless due to force majeure
- 8.5. The Company shall not pay for damages, expenses or fees other than those provided for in this policy.

CLAUSE 9.- The insurance remains subject to the terms established by the general conditions of the policy, except for the provision under Clause One paragraph III.

TRAVEL ASSISTANCE COVERAGE

CLAUSES

FIRST.- The insurance referred to in this policy covers the following persons:

- A) The Person referred to as the Insured Party on the front cover of this policy.
- B) In the case of companies, the person who drives the vehicle with the express permission of the owner.
- C) The occupants of the said vehicle, provided their number does not exceed the authorized seating capacity limit, as specified by the manufacturer. All the aforementioned persons shall be considered as an insured for the effects of this policy.

SECOND.- For the purpose of technical assistance, the vehicle shall exclusively be the one stated on the front cover of this policy.

THIRD.- The rights to services referred to in this policy, shall only be valid within the territorial limits of the Mexican Republic.

FOURTH.- The coverage relative to persons, shall be granted under the following conditions:

A) MEDICAL TRANSPORTATION AND/OR REPATRIATION IN CASE OF INJURY OR ILLNESS.- When the Company's physician determines, in accordance with the treating physician, that it is medically advisable to take the Insured Party to the nearest and most adequate medical facility within the Mexican Republic, in order to receive the proper medical care that his/her condition requires, the Company shall provide the necessary specialized medical transportation. Once in hospital and in stable condition, if the Company's physician determines that is medically advisable to repatriate the Insured Party to his

permanent address or to the medical facility closest to it, in the United States of America, the Company will arrange and pay for this repatriation under medical supervision.

B) SENDING OF A SPECIALIST.- If while the Insured Party is in hospital care or due to his/her transportation or repatriation, the Company's physician and the physician in charge, shall jointly determine the need for the services of a specialist, and if such qualified physician is not available in the locality, the Company shall arrange and pay up to the amount of \$1,000 USD, for the dispatch of a physician or specialist in order to cooperate with the treating physician and evaluate the need for repatriation.

C) SHIPMENT OF MEDICINES.- The Company will send prescribed medication, which is urgently needed and cannot be found in the locality where the Insured Party is hospitalized or under medical treatment. The Company will send such medicines and pay for their dispatch via airfreight or express courier service when such medicines are available and currently sold in Mexican drugstores and provided their transportation is legally permitted. In all cases, the cost of such medicines will be paid in full by the Insured Party.

D) MEDICAL UPDATES.- The Company shall provide the Insured party's family with medical updates of his/her condition as well as with information concerning diagnosis and treatment, while hospitalized in the Mexican Republic.

E) MEDICAL REFERRAL.- The Insured Party shall have 24 hour access to a medical referral hot line providing information on physicians and hospitals throughout the Mexican Republic. This service will be available prior to and during the length of his/her trip. Under no circumstances shall the Company accept liability for the services provided by these professionals or institutions. The Insured Party who requests them shall pay the costs of said services.

F) HOSPITAL DEPOSIT GUARANTEE.- In case the Insured Party requires emergency hospitalization and does not have the available economic means (cash, check, credit card) in order to guarantee his/her admission to hospital, the Company shall therefore make a down payment to the medical institution on his/her behalf, up to the amount of \$1,000 USD. The Insured Party must reimburse the Company for such fees, free of interest, within 30 days of payment.

G) TRANSPORTATION AND ACCOMMODATION EXPENSES FOR A RELATIVE TO JOIN THE INSURED PARTY.- If an Insured Party is traveling alone and has to be hospitalized for a period longer than five days, the Company shall pay for the following:

- a) A round trip tourist fare ticket, to be used by a relative to reach the location where the insured is hospitalized within the Mexican Republic.
- b) Up to \$60 USD per day for hotel accommodation, for a maximum of 10 days and \$600 USD in total.

H) UNANTICIPATED RETURN OF THE INSURED PARTY DUE TO DEATH OF A RELATIVE.- The Company shall provide the Insured Party with a single tourist class ticket if he/she has to unexpectedly cancel his/her trip and immediately return home, due to the death, in the United States of America, of his/her spouse, parents or children and only if the original means of transportation cannot be used for this purpose.

I) MEDICAL ASSISTANCE DUE TO AUTOMOBILE ACCIDENT OF THE INSURED PARTY WHILE IN THE MEXICAN REPUBLIC.- If while traveling in the insured vehicle, the Insured Party has an automobile accident within the Mexican Republic, the Company shall pay for hospitalization, surgery, medicines and professional medical expenses UP TO of \$2,000 USD PER PERSON and \$10,000 USD PER ACCIDENT. The limit of such medical expenses shall be for \$2,000 USD per person and up to \$10,000 USD per accident.

J) EXTENSION OF THE TRIP OF THE INSURED PARTY DUE TO UNEXPECTED ILLNESS OR ACCIDENT WITHIN THE MEXICAN REPUBLIC.- The Company shall pay for the hotel expenses of the Insured Party when, due to his/her unexpected illness or accident and to the specific joint medical prescription of the Company's physician and the physician in charge, he or she is forced to extend his/her stay in the Mexican Republic. Such expenses will be limited to \$60 USD per day, with a maximum \$600 USD in total.

K) RETURN OF MORTAL REMAINS.- In the event of the death of any of the Insured Parties while traveling in the Mexican Republic, the Company shall make all the necessary arrangements and pay for the repatriation of the mortal remains of the insured to his/her permanent address within the United States of America. The maximum limit for all expenses incurred shall be \$5,000 USD.

L) RETURN OF DEPENDENT CHILDREN.- If the Insured Party, parent, guardian of children under 18 years of age, traveling with him/her, need to be hospitalized or die during the trip, the Company shall provide these minors with a one way tourist class ticket for their return to the United States of America. If these minors have to travel alone, the Company shall provide a responsible adult to escort them during their return trip.

M) EMERGENCY MESSAGE TRANSMISSION.- The Company shall transmit, at its own expense, emergency messages concerning any event covered by this policy, between the Insured Party and his/her family members.

N) TOURIST INFORMATION.- The insured shall have access to a 24 hour hot line to obtain tourist information on Mexican highways, hotels and official immigration procedures within the Mexican Republic. In no case whatsoever shall the Company assume any liability concerning the quality or outcome of services rendered by the aforementioned individuals or institutions. All services thus requested by the insured shall be at his/her own expense and risk.

Ñ) ADMINISTRATIVE ASSISTANCE.- The Company shall assist the Insured Party, by providing information and advise on procedures to be carried out in case of loss and/or theft of documents and personal belongings.

FIFTH.- The Company shall not be liable for any costs or expenses arising from;

- 1) Natural disasters such as floods, earthquakes, volcanic eruptions, cyclones and hurricanes;
- 2) Events and their consequences resulting from terrorism, or mutiny;
- 3) Events and their consequences resulting from military or public security officers in the performance of their duties;
- 4) Damages caused by radioactive nuclear energy;
- 5) Damages sustained due to robbery, embezzlement; and in general, the use of the vehicle without the prior knowledge of the Insured Party.
- 6) Services contracted by the Insured Party without the consent of the Company, except in extreme cases where the Insured Party is unable to inform the Company or the third parties in charge of the provision of said services.
- 7) Medical expenses outside the Mexican Republic; nor fees and treatment prescribed by chiropractors, or herbalists not endorsed by the legally acknowledged Mexican professional and sanitary authorities under the title of "Medico Cirujano" (Physician Surgeon) or requested before the Department of Health.
- 8) Any illness or accident related to chronic afflictions, preexisting medical conditions or those diagnosed prior to the trip.

- 9) Death related to suicide or any attempt thereof and its consequences.
- 10) Death or injuries which are a direct consequence of the Insured Party's intentional, unlawful or fraudulent actions.
- 11) Assistance or any medical expense arising from pathological conditions induced by the voluntary intake of alcohol, drugs, toxic substances, narcotics or any medicine not prescribed by a physician; nor the assistance or related expenses arising from mental illness.
- 12) The acquisition and use of prosthesis, eyeglasses, or assistance related to pregnancy;
- 13) Injuries sustained while participating in professional sports or competitions.
- 14) Assistance and expenses of transient passengers picked up by the driver in response to hitchhiking requests.
- 15) Meals, beverages, telephone calls and any other additional expense other than the regular hotel fee per room per night.
- 16) Expenses or costs incurred when the original or ancillary purpose of the Insured Party's trip is to receive medical advice or treatment.
- 17) Minor or slight illness or illnesses which can be treated by local doctors or which do not prevent the Insured Party from continuing his/her trip or returning home.
- 18) Rescue of Insured Parties from mountains, summits, deserts, oceans or seas.
- 19) Assistance to Insured Parties over 75 years of age.

SIXTH.- This policy covers the insured vehicle under the following circumstances:

A) TOWING OF THE VEHICLE.- In case of the immobilization of the insured vehicle due to mechanical failure or breakdown, the Company shall make the necessary arrangements and pay for the towing of such vehicle to the nearest town, to the garage specifically chosen by the Insured Party. Expenses payable under this provision shall be subject to a limit of \$250 USD. The Insured Party shall meet expenses for repairs, spare parts and fuel of the vehicle.

B) TRANSPORTATION OF PASSENGERS.- If at the time of the vehicle's breakdown, there are two or more passengers, the Company shall provide suitable means of transport in order to take them to the nearest town to where the vehicle is being towed.

C) EXCLUSIONS.- THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY COSTS OR EXPENSES ARISING FROM THE FOLLOWING:

1) VEHICLES EXPRESSLY USED FOR FREIGHT TRANSPORTATION, PUBLIC PASSENGER TRANSPORTATION OR VEHICLES WEIGHING IN EXCESS OF 3.5 TONS., SUCH AS TRUCKS, PASSENGER BUSES, MOTOR-HOMES AND TRUCK TRACTORS.

2) VEHICLES OVER 12 YEARS OLD.

SEVENTH.- Upon the occurrence of any event covered by this insurance policy, the Insured Party must immediately notify the Company by calling the following telephone numbers 01-800-02-663-5800 y/o 01-800-02-665-51-00, and request assistance by providing his/her name, policy number and license plate number of his/her vehicle, together with the location and service (s) required. Assistance shall be provided by bilingual personnel and all telephone calls shall be paid for by the Company.

EIGHTH.- All services and guarantees covered by this insurance policy shall be provided subject to the following limitations:

Urgent medical considerations concerning the Insured Party's condition and ability to travel, as well as other relevant circumstances including airport availability, weather conditions and distance to be covered shall determine whether the transportation shall be undertaken, how it shall be undertaken; and to where and under what conditions. All evacuations and/or repatriations are carried out under constant medical supervision. ANY OF THE FOLLOWING MEANS OF EMERGENCY TRANSPORTATION MAY BE USED:

AIR AMBULANCE
SCHEDULED AIRLINE
GROUND AMBULANCE

NINTH.- The Insured Parties agree, henceforth, that at the moment of any payment, the Company shall be subrogated up to the amount paid, to the Insured Party's rights of recovery thereof against any parties responsible for the loss, as well to provide any documents required by the Company.

TENTH.- The Company shall pay and reimburse all expenses covered in this policy, except when claimed by the Insured Party for lucrative reasons.

ELEVENTH.- All services referred to in this policy shall be provided:

- A) Directly by the Company or by third parties contracted by the Company under its responsibility;
- B) Unless "force majeure" or exceptional causes beyond of the Company control prevail;
- C) Concerning the insured vehicle, only when said vehicle is driven by any of the Insured Parties or with their express consent and permission.

TWELFTH.- All events and circumstances not contemplated within the scope of this policy shall be regulated in accordance with the conditions of Risks 1 to 5. This contract shall be governed by and construed in accordance with Mexican legislation and the venue for any action under this contract shall take place in Mexico City, in the Mexican Republic. This translation into English, was prepared only for the Insured Party's convenience, thereof it must be noted that only the Spanish version is binding and also that Mexican Law shall apply.